

Certificate of Notice Page 1 of 3
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Niyah Smith-Walker
Sheldon L. Walker
Debtors

Case No. 18-13616-mdc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: Antoinett
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

Date Rcvd: Feb 06, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 08, 2019.

db/jdb +Niyah Smith-Walker, Sheldon L. Walker, 6059 Lawndale Street, Philadelphia, PA 19111-5723

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 08, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 6, 2019 at the address(es) listed below:

BRAD J. SADEK on behalf of Debtor Niyah Smith-Walker brad@sadeklaw.com, bradsadek@gmail.com
BRAD J. SADEK on behalf of Joint Debtor Sheldon L. Walker brad@sadeklaw.com,
bradsadek@gmail.com
KEVIN G. MCDONALD on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION, (AS TRUSTEE FOR THE
PENNSYLVANIA HOUSING FINANCE AGENCY) bkgroup@kmlawgroup.com
LEON P. HALLER on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION, (AS TRUSTEE FOR THE
PENNSYLVANIA HOUSING FINANCE AGENCY) lhaller@pkh.com, dmaurer@pkh.com;mgutshall@pkh.com
REBECCA ANN SOLARZ on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION, (AS TRUSTEE FOR THE
PENNSYLVANIA HOUSING FINANCE AGENCY) bkgroup@kmlawgroup.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com, philaecf@gmail.com

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Niyah Smith-Walker Sheldon L. Walker <u>Debtor(s)</u>	CHAPTER 13
Niyah Smith-Walker Sheldon L. Walker <u>Debtor(s)</u>	NO. 18-13616 MDC
vs.	
Pennsylvania Housing Finance Agency <u>Secured Creditor</u>	11 U.S.C. Section 362
William C. Miller Esq. <u>Trustee</u>	

**STIPULATION TO DETERMINE
DISCHARGEABILITY OF DEBT AND TO AVOID SECOND LIEN**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. Pennsylvania Housing Finance Agency (hereinafter referred to as "Secured Creditor") and Debtors, Niyah Smith-Walker and Sheldon L. Walker (hereinafter referred to as "Debtors"), stipulate that Secured Creditors holds a first mortgage on the real property located at 6059 Lawndale Street, Philadelphia, PA 19111(hereinafter referred to as "the Property"), as evidenced by a certain Mortgage dated October 13, 2009, in the principal amount of \$140,409.00 and recorded on October 16, 2009, with the Philadelphia County Recorder of Deeds as document number 52131453 (hereinafter referred to as "the First Mortgage").
2. Secured Creditor also holds a second mortgage, as evidenced by a certain mortgage dated October 13, 2009, in the principal amount of \$5,000.00 and recorded on October 16, 2009, with the Philadelphia County Recorder of Deeds as document number 52131439 (hereinafter referred to as the "Second Mortgage").
3. The parties stipulate that the Property appears to lack sufficient equity to secure the Second Mortgage.
4. The parties agree that the Second Mortgage shall only be released upon the successful completion of this bankruptcy case and issuance of a discharge order. Should the bankruptcy case be dismissed or converted to another chapter under the Bankruptcy Code, the Second Mortgage will be fully reinstated without further order of this Court.

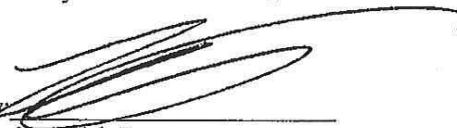
5. In the event that Secured Creditor forecloses on its First Mortgage security interest on the Property prior to the Debtors' completion of the Chapter 13 Plan and receipt of a Chapter 13 discharge, as evidenced by the entry of a discharge order, the Second Mortgage shall be attached to the surplus proceeds from the foreclosure sale for the full amount of the balance due and owing under the loan documents.

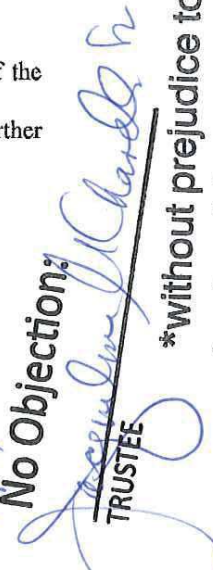
6. Further, in the event that the Property is sold, or any mortgage superior in priority to that of the Second Mortgage is refinanced, the lien of the Second Mortgage shall be fully reinstated without further order of this Court.

Date: January 31, 2019

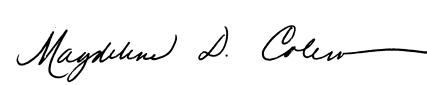
By: /s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esq.
Attorney for Secured Creditor

Date: _____

By: 
Brad J. Sadek Esq.
Attorney for Debtor(s)

2/5/19
No Objection:

TRUSTEE
*without prejudice to any trustee rights or remedies

Approved by the Court this 6th day of February, 2019. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge